



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **WM-3**

May 2, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

Dear Supervisors:

**AGREEMENT WITH THE COUNTY OF LOS ANGELES AND
THE COALITION FOR ENVIRONMENTAL PROTECTION,
RESTORATION, AND DEVELOPMENT
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the enclosed Agreement with the Los Angeles County Flood Control District to provide \$50,000 to the Coalition for Environmental Protection, Restoration, and Development (CEPRD) a 501 (c) (3) nonprofit corporation, to provide specialized services related to the National Pollution Discharge Elimination System Program and Total Maximum Daily Load mandates.
2. Instruct the Chairman to sign the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CEPRD is an organization whose mission is to facilitate comprehensive, multipurpose, stakeholder-driven consensus approaches and to promote education and solutions to environmental issues by expanding working relationships among environmental regulatory agencies at the Federal, State, regional, and local levels.

The CEPRD is comprised of diverse private and public sector stakeholders with short- and long-term objectives. It is creating a repository for and disseminating pollution prevention

information, building partnerships and beneficial solutions for watershed issues, and developing a comprehensive public education/public outreach program. CEPRD is developing a private/public strategy that will address the unmet need in response to the unfunded mandates associated with Total Maximum Daily Loads (TMDLs) and the National Pollutant Discharge Elimination System (NPDES) Permit requirements in and for the County of Los Angeles.

CEPRD will develop a survey form and poll a representative sample of stakeholders on their attitudes towards water quality issues and provide these results to the District. They will also develop future recommendations from this survey for funding these efforts.

This action is being recommended to assist the CEPRD in the funding of beneficial informational tasks and to assist the District and your Board in our cooperative effort to comply with NPDES and TMDL mandates. The tasks will yield important information for the District and your Board for decision making and policy formulation related to watershed management issues. CEPRD has the technical knowledge and experience to identify available resources to assist in meeting these needs.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Organizational Effectiveness because the expertise and experience or sufficient staff to perform the work are not currently available at Public Works.

FISCAL IMPACT/FINANCING

The total cost to the District is \$50,000. Sufficient funds to cover the costs are available in the Flood Control District Budget. The CEPRD has already deposited \$50,000 towards this work. We understand the County of Los Angeles Sanitation Districts will match the District's contribution of \$50,000 for the funding of the beneficial tasks.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the Agreement and approved it as to form.

The Honorable Board of Supervisors
May 2, 2002
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ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for the adoption of this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return three approved copies of this letter and three original signed Agreements to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

JCA:sw/dbm
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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

This **AGREEMENT**, made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic, hereinafter referred to as “**DISTRICT**” and the Coalition for Environmental Protection, Restoration and Development, a 501(c)(3) nonprofit corporation hereinafter referred to as “**CEPRD**.”

WITNESSETH

WHEREAS, CEPRD is an organization whose mission is to facilitate a comprehensive, multipurpose, stakeholder-driven consensus process and to promote education and solutions to environmental issues by expanding working relationships among environmental regulatory agencies at the Federal, State, regional and local levels; and

WHEREAS, CEPRD is a corporation comprised of diverse private and public sector stakeholders with short- and long-term objectives, including, but not limited to, creating a repository for and disseminating pollution prevention information, building partnerships, and beneficial solutions for watershed issues; and

WHEREAS, DISTRICT proposes to contribute to the funding required to develop a comprehensive public education/public outreach program concerning the private/public strategy that will address the unmet need for collaborative approaches in response to the unfunded mandates associated with TMDLs and NPDES permit requirements in and for the County of Los Angeles hereinafter referred to as “**TASKS**” to be performed by **CEPRD**; and

WHEREAS, the total cost to the **DISTRICT** is \$50,000. The **CEPRD** has already deposited \$50,000 towards this work. The **COUNTY OF LOS ANGELES SANITATION DISTRICTS** will match the **DISTRICT**’s contribution of \$50,000. The funding of the beneficial **TASKS** is estimated to cost One Hundred Fifty Thousand (\$150,000); and

WHEREAS, CEPRD is a nonprofit organization requiring resources critical to its effectiveness and initial capital inflow to undertake this agreement and/or the performance of the **TASKS**; and

WHEREAS, CEPRD has the technical knowledge and experience necessary to identify available resources to perform the **TASKS**, and the **DISTRICT** recognizes that the **CEPRD** requires funding to continue this valuable work and perform the **TASKS**; and

WHEREAS, DISTRICT has agreed to contribute to the cost of funding the **TASKS**, in an amount not to exceed Fifty Thousand Dollars (\$50,000) within a twelve (12) month period. The **DISTRICT** will provide **CEPRD** with an up-front mobilization payment of Fifteen Thousand Dollars (\$15,000), two separate payments of Ten Thousand Dollars (\$10,000), and a final payment of Fifteen Thousand Dollars (\$15,000); and

WHEREAS, CEPRD will manage the completion of the **TASKS** and provide the **DISTRICT** with a detailed report with recommendations; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **CEPRD** and **DISTRICT** and the premises herein contained, it is hereby agreed as follows:

1. CEPRD AGREES:

1. To perform and administer the **TASKS** within the estimated budget and to develop strategies that will address the unmet need for collaborative approaches in response to Federal and State mandates associated with TMDL and NPDES permit implementation requirements. The **TASKS** are to be performed in three (3) phases:
 1. Phase 1

To develop and prioritize background information on TMDL and NPDES permits, organize the workgroup, schedule meetings, establish operational protocols, and submit an invoice.
 2. Phase 2

To conduct first working group meeting and develop framework for preliminary issues through targeted outreach with representatives from participating organizations as well as other parties, including legislative representatives, and conduct additional work group meetings as necessary and submit an invoice.
 3. Phase 3

To develop recommendations and implementation strategies in the creation of financing approaches for NPDES permit requirements and TMDLs, conduct public attitude survey, and report results. Final recommendations should include survey findings that reflect the public's attitude toward water quality enhancement and their willingness to fund necessary water quality protection initiatives.

CEPRD shall provide **DISTRICT** with a final report. This report will document project findings and their applicability to prospective **DISTRICT** obligations for funding NPDES permits implementation requirements and TMDL development costs.

2. To invoice the **DISTRICT** for work completed on conducting the **TASKS**, not to exceed a total amount of Fifty Thousand Dollars (\$50,000). The invoices shall provide full accounting of funds expended. The invoices shall be pursuant to Section 2. B. herein as long as the **AGREEMENT** is still in force.
3. To provide an invoice and a status report to the **DISTRICT** after the completion of each phase describing the work and progress **CEPRD** has made regarding the performance of the **TASKS**.
- D. To indemnify, defend, and hold harmless the **DISTRICT**, the County of Los Angeles, and its agents, officers, and employees from and against any and all liability, damages, expense, or claims, including defense costs and legal fees arising from any act or omission by the **CEPRD**, its officers, employees, agents, other members, consultants and/or contractors occurring in the performance of this **AGREEMENT** and/or the performance of the **TASKS**.

2. **DISTRICT AGREES:**

- A. To finance **DISTRICT** jurisdictional share of cost of **TASKS** not to exceed a total amount of Fifty Thousand Dollars (\$50,000).
- B. The **DISTRICT** agrees to deposit with **CEPRD** an initial mobilization payment of Fifteen Thousand Dollars (\$15,000) as an advance for the **CEPRD's** performance of the **TASKS**. The **DISTRICT** will make the initial payment to **CEPRD** within thirty (30) days upon the full execution of this **AGREEMENT** and receipt of invoice from **CEPRD**. The second and third payments of Ten Thousand Dollars (\$10,000) each will be made at the completion of Phases 1 and 2, respectively, on condition that the **DISTRICT** accepts **CEPRD's** status reports as described in Section (1) C. above. The final payment of Fifteen Thousand Dollars (\$15,000) shall be made at the completion of Phase 3 as long as the final phase status report is deemed acceptable by the **DISTRICT**. All payments will be made within 30 days of the **DISTRICT's** acceptance of **CEPRD** status report, unless the **AGREEMENT** is previously terminated as set forth in paragraphs (3)B. and (3)C. of this **AGREEMENT**.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. Other than the specific responsibilities and obligations described in this **AGREEMENT**, **DISTRICT** and the County of Los Angeles incur no responsibility or obligation to **CEPRD** and/or its consultants and/or other parties.
- B. This **AGREEMENT** shall continue in effect until the **TASKS** are completed by **CEPRD**. The **DISTRICT** also reserves an absolute right to reassess this **AGREEMENT**, after which the **DISTRICT** may decide whether to terminate the **AGREEMENT**. The **AGREEMENT** may be terminated for convenience by the **DISTRICT** upon giving **CEPRD** a thirty (30) day written notice of termination.
- C. This **AGREEMENT** may also be terminated for a material breach at such time as any party hereto is in default concerning a material term hereof and, after receiving written notice of such breach, or fails to cure such default within a reasonable amount of time. If the **AGREEMENT** is terminated for **CEPRD's** material breach, **CEPRD** shall return to the **DISTRICT** a prorated amount of the funding based on deliverable **TASKS** within thirty (30) days of such termination.
- D. If any portion of this **AGREEMENT** is declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions thereof shall remain in full force and effect.
- E. This **AGREEMENT** constitutes the entire agreement between the **DISTRICT** and **CEPRD** and may be modified only by mutual consent of both parties. Any such modification shall not be effective unless and until approved by a duly authorized representative of **CEPRD** and the **DISTRICT**.
- F. Any official notices or correspondence related to this **AGREEMENT** shall be in writing and mailed by first-class prepaid postage to the following addresses:

To: County of Los Angeles
Department of Public Works
Attention Steven Ross
Watershed Management Division
900 South Fremont Avenue, 11th Floor
Alhambra, CA 91803
Telephone: (626) 458-4316
Fax: (626) 457-1526

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their respective officers, duly authorized, by _____ on _____, 2002, and by the **COUNTY OF LOS ANGELES** on _____ 2002.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO FORM:

COALITION for ENVIRONMENTAL PROTECTION,
RESTORATION and DEVELOPMENT

By _____
COALITION for ENVIRONMENT PROTECTION,
RESTORATION DEVELOPMENT

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